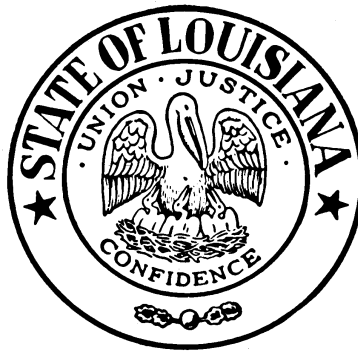


REQUEST FOR PROPOSALS

Uniform Electronic Local Return and Remittance System Development and Implementation Services



File No: 4400007001

Proposal Opening Date: November 09, 2006

Proposal Opening Time: 4:00 PM

**State of Louisiana
Department of Revenue
(09/19/2006)**

TABLE OF CONTENTS

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1	Background	1
1.1.1	Purpose	1
1.1.2	Goals and Objectives	1
1.2	Definitions.....	2
1.3	Schedule of Events.....	3
1.4	Proposal Submittal	4
1.5	Proposal Response Format.....	5
1.5.1	Number of Response Copies.....	6
1.5.2	Legibility/Clarity	6
1.6	Trade Secrets and Proprietary Information.....	6
1.7	Proposal Clarifications Prior to Submittal	7
1.7.1	Pre-proposal Conference.....	7
1.7.2	Inquiry Periods.....	7
1.8	Errors and Omissions in Proposal	8
1.9	Changes, Addenda, Withdrawals	9
1.10	Withdrawal of Proposal.....	9
1.11	Material in the RFP	9
1.12	Waiver of Administrative Informalities	9
1.13	Proposal Rejection	9
1.14	Ownership of Proposal	9
1.15	Cost of Offer Preparation	9
1.16	Non-negotiable Contract Terms.....	10
1.17	Taxes.....	10
1.18	Proposal Validity.....	10
1.19	Prime Contractor Responsibilities.....	10
1.20	Use of Subcontractors	10
1.21	Written or Oral Discussions/Presentations	11
1.22	Acceptance of Proposal Content	11
1.23	Cancellation of RFP or Rejection of Proposals.....	11
1.24	Evaluation and Selection	11
1.25	Contract Negotiations	12
1.26	Contract Award and Execution	12
1.27	Notice of Intent to Award	12
1.28	Debriefings	13
1.29	Insurance Requirements	13
1.30	Subcontractor Insurance	13
1.31	Indemnification and Limitation of Liability	13
1.32	Payment for Services	14
1.33	Termination.....	15
1.33.1	Termination for Cause	15
1.33.2	Termination for Convenience.....	16

1.33.3	Fiscal Funding Clause	16
1.34	Assignment.....	16
1.35	Audit of Records	16
1.36	Civil Rights Compliance.....	16
1.37	Record Retention.....	17
1.38	Record Ownership.....	17
1.39	Content of Contract/Order of Precedence	17
1.40	Contract Changes.....	17
1.41	Substitution of Personnel.....	17
1.42	Governing Law	18
1.43	Claims or Controversies	18
1.44	Proposer's Certification of OMB A-133 Compliance	18

PART II. SCOPE OF WORK/SERVICES

2.1	Scope of Work/Services	19
2.2	Period of Agreement.....	19
2.3	Price Schedule	19
2.4	Deliverables.....	19
2.4.1	Technical Assessment Report.....	19
2.4.2	Functional System Requirements Report.....	19
2.4.3	Implementation Plan Report.....	19
2.4.4	Change Control Plan	20
2.4.5	Technical Design/Technical Architecture Report.....	20
2.4.6	Presentation of Technical Design to Revenue Personnel	20
2.4.7	Interface Testing.....	20
2.4.8	Systems Testing and Acceptance Testing.....	20
2.4.9	Training Materials & Delivery of Training	20
2.4.10	System Documentation	21
2.4.11	Software Installation	21
2.4.12	Final Project Report.....	21
2.5	Location	21
2.6	Proposal Elements	21
2.6.1	Financial	21
2.6.2	Technical	21

PART III. EVALUATION

3.1	Financial Proposal	23
3.2	Technical Proposal	23

PART IV. PERFORMANCE STANDARDS

4.0	Performance Requirements.....	26
4.1	Performance Measurement/Evaluation	27

APPENDICES

Appendix A..... 28

Appendix B..... 46

Appendix C..... 49

Appendix D..... 50

Appendix E..... 60

REQUEST FOR PROPOSAL FOR

Uniform Electronic Local Return and Remittance System Development and Implementation Services

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The Louisiana legislature recognizes both the need to make Louisiana a better environment in which to do business and the complexities of the existing sales and use tax system. It is the intention of the legislature to provide taxpayers with a simple, efficient, and cost effective means of transmitting accurate sales and use tax returns and remittances to political subdivisions of the state from a central site in the quickest manner possible. Louisiana Revised Statute 47:337.23 provides for the creation of a Uniform Electronic Local Return and Remittance System which a taxpayer may use to file a sales and use tax return of a taxing authority and remit any tax, interest, penalty or other charge due by the taxpayer.

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1593.C. from bona fide, qualified proposers who are interested in developing a Uniform Electronic Local Return and Remittance System and the services required to implement the system. The system by which taxpayers file electronically and pay their taxes shall be established, managed, and supervised by the Department of Revenue. In addition to the Uniform Electronic Local Return and Remittance System, a repository of tax rates and a list of optional exemptions enacted by a tax authority shall be created that shall be accessible to taxpayers through a link on the Department of Revenue's web site.

1.1.2 Goals and Objectives

The Louisiana Department of Revenue desires to obtain the services necessary to develop and implement the Uniform Electronic Local Return and Remittance System to make Louisiana a better environment in which to do business and to reduce the complexities faced by businesses in filing accurate sales and use tax returns and remittances with the many political subdivisions of the state.

The Uniform Electronic Local Return and Remittance System shall allow the taxpayer to file a sales and use tax return that is uniform for each taxing authority except for the following:

- i. The rate of the taxing authority's tax.
- ii. The vendor's compensation allowed.
- iii. Optional exclusions or exemptions allowed by state sales and use tax law and adopted by the local ordinance pursuant to such state law.
- iv. Exclusions and exemptions in the local ordinance which were adopted prior to July 1, 2003, pursuant to state law authorizing such adoption, but not allowed as an exclusion or exemption from state sales and use tax.
- v. Exclusions and exemptions adopted by local ordinance pursuant to legislation enacted under Article VI, Section 29(D)(1) of the Constitution of Louisiana, but not allowed as an exclusion or exemption from state sales and use tax.
- vi. Penalty, interest, or attorney fees due on the sales and use tax.

Taxpayers shall access the system via a web page through which a secured electronic local sales and use tax return may be filed.

The system shall allow for the remittance of any tax, penalty, interest, or other amounts due.

The filing and remittance shall be done at no charge to the taxpayer by the state, the collector, or any taxing authority levying a tax.

The system shall contain a registration component that will allow taxpayers to subscribe to the services offered by the system. The system shall allow taxpayers to maintain their own identifying and demographic information.

The system shall provide a means for the transmission and retrieval of the appropriate collector's data and funds.

A link shall be created on the Department of Revenue's web site to a web page containing a list of tax rates and a list of optional exemptions enacted by a taxing authority.

1.2 Definitions

A. Shall – The term "shall" denotes mandatory requirements per R.S. 39:1556(24).

B. May - The term "may" denotes an advisory or permissible action.

C. Should – the term "should" denotes desirable

D. Contractor – Any person having a contract with a governmental body.

E. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.

F. State- The State of Louisiana.

G. Department- The Louisiana Department of Revenue.

H. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible proposers who submit proposals in response to this RFP.

I. Collector- The individual or entity designated as the collector of the appropriate single sales and use tax collection office, and his duly authorized assistants, of any political subdivision authorized under the constitution and laws of the state of Louisiana to levy and collect a sales and use tax, except a statewide political subdivision.

J. Taxing Authority- A political subdivision authorized under the constitution and laws of the state of Louisiana to levy and collect a sales and use tax.

K. Taxing Jurisdiction- The area within the physical boundaries of the taxing authority.

L. Must- The term “must” denotes a mandatory requirement.

M. Will- The term “will” denotes a mandatory requirement.

1.3 Schedule of Events

	<u>Date</u>	<u>Time (CST)</u>
1. RFP mailed to prospective proposers	Sept. 19, 2006	
2. Pre-Proposal Conference (if required):	Sept. 27, 2006	10:00 A.M.
3. Deadline to receive written inquiries	October 5, 2006	4:00 P.M.
4. Deadline to answer written inquiries	October 19, 2006	
5. Proposal Opening Date	November 9, 2006	4:00 P.M.
6. Oral discussions with proposers, if applicable	<i>To be scheduled</i>	
7. Notice of Intent to Award to be mailed	December 7, 2006	
8. Contract Initiation	December 21, 2006	

NOTE: The State of Louisiana reserves the right to deviate from these dates.

1.4 Proposal Submittal

This RFP is available in electronic form at the LaPAC website <http://wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp>. It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with the Office of State Purchasing.

All proposals shall be received by the Department of Revenue **no later than the date and time shown in the Schedule of Events.**

Important - - Clearly mark outside of envelope, box or package with the following information and format:

Proposal Name: **Uniform Electronic Local Return and Remittance System
Development and Implementation Services**

File Number: **4400007001**

Proposal Opening Date: **November 9, 2006**

Proposals may be mailed through the U. S. Postal Service or delivered by hand or courier service to our physical location at:

Louisiana Department of Revenue
Controllers Division
Purchasing Section
6th Floor
Room Number 6-165
617 North 3rd St.
Baton Rouge, LA 70802
Attention: Elizabeth Kunjappy

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Louisiana Department of Revenue is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposers should be aware of new security requirements for the LaSalle building and allow time to be photographed and presented with a temporary badge.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

**PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS
SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT
BE READ.**

1.5 Proposal Response Format

Proposals should be submitted in letter-size (8-1/2" x 11") format.

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter**: Should contain summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State. By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with L.R.S.39:1594 (Act 121). The person signing the proposal must be:
 - 1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
 - 2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit.Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.
- B. **Table of Contents**: Should be organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience**: Should include history and background of Proposer, financial strength and stability, related services to government entities, existing customer satisfaction, resumes of proposed staff, etc.
- D. **Technical Proposal**: Should illustrate and describe compliance with the RFP requirements.
- E. **Innovative Concepts**: Should present innovative concepts, if any, not discussed above for consideration.
- F. **Project Schedule**: Should contain a detailed schedule of implementation plan for full implementation. This schedule should include implementation actions, timelines, responsible parties, etc. A final schedule will be mutually agreed upon after a Contractor is selected.

- G. **Financial Proposal:** Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the State.

1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response. Six (6) additional copies of the proposal are also desired.

1.5.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested is desirable with all questions answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.6 Trade Secrets and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this proposal shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent

provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the state and hold the state harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the state to disclose the information. If the owner of the asserted data refuses to indemnify and hold the state harmless, the state may disclose the information.

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Conference

A pre-proposal conference will be held at Department of Revenue Headquarters location at 10:00 AM on September 27, 2006. Prospective proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm intending to submit a proposal should have at least one duly authorized representative attend the Pre-proposal Conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the state will be stated in writing in response to written questions.

1.7.2 Inquiry Periods

An inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events (*). Inquiries shall not be entertained thereafter.

The state shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The state reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from the state's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the

addendum shall be submitted by the close of business three working days from the date the addendum is posted to LaPAC (*). If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

* Note: LaPAC is the state's online electronic RFP posting and notification system resident on State Purchasing's website [www.state.la.us/osp] and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting dates.

No negotiations, decisions, or actions shall be executed by any proposer as a result of any oral discussions with any state employee or state consultant. The state shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the state. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all perspective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Louisiana Department of Revenue
Controllers Division
Purchasing Section
6th Floor
Room 6-165
617 North 3rd St.
Baton Rouge, LA 70802
Attention: Elizabeth Kunjappy

E-Mail: Elizabeth.Kunjappy@la.gov Phone: (225)219-2123 / Fax: (225)219-2120

1.8 Errors and Omissions in Proposal

The State will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.

1.9 Changes, Addenda, Withdrawals

The State reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, in a sealed envelope, prior to the proposal opening. Such shall meet all requirements for the proposal.

1.10 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

1.11 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

1.12 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

1.13 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject any or all proposals submitted.

1.14 Ownership of Proposal

All materials (paper content only) submitted in response to this request become the property of the State. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the State and not returned to proposers. Any copyrighted materials in the response are not transferred to the State.

1.15 Cost of Offer Preparation

The State is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

1.16 Non-negotiable Contract Terms

A sample State contract is contained in Appendix D. Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

1.17 Taxes

Any taxes, other than state and local sales and use taxes, from which the state is exempt, shall be assumed to be included within the Proposer's cost.

1.18 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.19 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The State shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.20 Use of Subcontractors

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the State urges the prime contractor to use Louisiana vendors, including small and emerging businesses, if practical. In all events, any subcontractor used by the prime should be identified to the State Project Manager.

Information required of the prime contractor under the terms of this RFP is also required for each subcontractor, and the subcontractors must agree to be bound by the terms of the contract.

1.21 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. The State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the State's understanding of any or all of the proposals submitted. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

1.22 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposers to accept these obligations shall result in the rejection of the proposal.

1.23 Cancellation of RFP or Rejection of Proposals

The State of Louisiana reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the State to do so.

1.24 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the State Evaluation Committee for the purpose of selecting the Proposer with whom the State shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Secretary of the Department of Revenue for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the State.

1.25 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the State's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the State may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements.

1.26 Contract Award and Execution

The State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFP, and any addendums, and the proposal of the selected Contractor will become part of any contract initiated by the State.

In no event shall a proposer submit its own standard contract terms and conditions as a response to this RFP. The proposer needs to address the specific language in the sample contract and submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana with the highest points, considering price and other factors considered.

The State intends to award to a single Proposer.

1.27 Notice of Intent to Award

Upon review and approval of the evaluation committee's, and agency's, recommendation for award, a Notice of Intent to Award letter will be issued to the apparent successful Proposer. A contract shall be completed and signed by all parties concerned on or before the date indicated in the Schedule of Events. If this date is not met, through no fault of the State, the State may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

The Department will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available to all interested parties after the Intent to Award letter has been issued.

1.28 Debriefings

Debriefings may be scheduled by the participating Proposers after the Intent to Award letter has been issued by scheduling an appointment with the Department of Revenue. Contact may be made by phone at (225) 219-2123 or E-mail to Elizabeth.Kunjappy@la.gov.

1.29 Insurance Requirements

Contractor shall furnish the State with certificates of insurance affecting coverage(s) required by the RFP (see Appendix B). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time.

1.30 Subcontractor Insurance

The Contractor shall include all subcontractors as insureds under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

1.31 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, ***without limitation***, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the

opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) State's unauthorized modification or alteration of a Product, Material, or Service; ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Agreement as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

1.32 Payment for Services

The Contract resulting from this Request for Proposal shall be compensated on a firm fixed price basis with progress payments upon completion of all deliverables within a

series of tasks and after review and written approval by the State of the tasks and deliverables. Payments will be made within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Department of Revenue. The allowable payment amount will be multiplied by 90 percent, giving the amount that will be remitted to the Contractor. Ten percent of the allowable milestone payment will be retained until written acceptance by the State of all deliverables provided by the contract.

The State has identified certain tasks as payment tasks. Payment tasks are those that represent the completion of major milestones of the project. Payment tasks and deliverables (defined in Section 2.4 below) are as follows:

Task 1 – Assessment and Planning

Task Deliverables:

- Technical Assessment Report
- Functional System Requirements Report
- Implementation Plan Report
- Change Control Plan

Task 2 – System Design

Task Deliverables:

- Technical Design/Technical Architecture Report
- Presentation of Technical Design to Revenue Personnel

Task 3 – Testing, Training, and Implementation

Task Deliverables:

- Interface Testing
- Systems Testing and Acceptance Testing
- Training Materials & Delivery of Training
- System Documentation
- Software Installation
- Final Project Report

1.33 Termination

1.33.1 TERMINATION OF THIS AGREEMENT FOR CAUSE – State may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

1.33.2 TERMINATION OF THIS AGREEMENT FOR CONVENIENCE – The State may terminate this Agreement at any time by giving thirty (30) days written notice to contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.33.3 FISCAL FUNDING CLAUSE-The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.34 Assignment

Assignment of contract, or any assignment of payment under the contract, requires the advanced written approval of the Commissioner of Administration.

1.35 Audit of Records

The State legislative auditor, federal auditors and internal auditors of the Department of Revenue, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.36 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor

agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this Agreement.

1.37 Record Retention

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years.

1.38 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this contract.

1.39 Content of Contract/ Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

1.40 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the Department of Revenue.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.41 Substitution of Personnel

The State intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution,

that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification are to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

1.42 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1482-1526; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

1.43 Claims or Controversies

Any claims or controversies shall be resolved in accordance with the Louisiana RS39:1524-1526.

1.44 Proposer's Certification of OMB A-133 Compliance

Certification of no suspension or debarment. By signing and submitting any proposal for \$100,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the Internet at <http://www.epls.gov/>

PART II. SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

The scope of work can be found in Appendix A of this RFP.

2.2 Period of Agreement

The term of any contract resulting from this solicitation shall begin with execution of the Contract and shall not exceed twelve (12) months. The State reserves the right to extend this contract for additional terms not to exceed 36 months.

2.3 Price Schedule

Prices proposed by the proposers should be submitted on the price schedule furnished herein on Appendix C. Prices submitted shall be firm for the term of the contract.

2.4 Deliverables

The deliverables listed in this section are the minimum expected from the successful proposer. Every proposer should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

2.4.1 Technical Assessment Report

The Contractor will review those areas of the Department's data processing environment; such as standards and guidelines, development tools, technical resources, hardware capabilities, software supported, networks, and facilities; and, if warranted, prepare a memorandum identifying areas where, in the Contractor's opinion, the Department's technical environment may materially impair Contractor from successfully completing the contract. The memorandum, if prepared, shall be submitted prior to delivery of the Project Work Plan.

2.4.2 Functional System Requirements Report

The Contractor will perform necessary information gathering and analysis tasks to develop a Functional System Requirements Report that incorporates the functional and technical requirements of the Department according to the Statement of Work.

2.4.3 Implementation Plan Report

The Contractor will perform necessary information gathering and analysis tasks to develop an Implementation Planning Report describing the strategy for implementing the system; including software installation, acceptance testing, integration, interfaces, training, software distribution, "going live", and support.

2.4.4 Change Control Plan

The Contractor will develop and implement with Department approval, procedures and forms to provide a method for defining, reviewing, prioritizing, scheduling, and approving changes to specifications, designs, programs, procedures, and documentation that may be required within the scope of this project.

2.4.5 Technical Design/Technical Architecture Report

The Contractor will perform necessary technical design tasks and develop a Technical Design Report that satisfies the provisions of the Statement of Work and the Functional Systems Requirements. The Contractor will provide data diagrams or entity relationship diagrams of all data repositories that will be contained within the system being developed, design documentation of the security components to be contained within the system, design documentation of the interfaces that will be contained within the system, and design documentation of data and data formats that will be used by the system interfaces.

2.4.6 Presentation of Technical Design to Revenue Personnel

The Contractor will conduct formal presentations of the Technical Design to members of the Department's Information Technology staff. The goals of the presentations are to introduce the technical design of the system, ensure the design is in agreement with future plans for the Department's technical infrastructure, and begin the process of knowledge transfer to the Department's Information Technology staff.

2.4.7 Interface Testing

The Contractor will perform interface testing tasks such as testing of input interfaces, output interfaces, and front-end programs that are identified in the Implementation Planning Document.

2.4.8 Systems Testing and Acceptance Testing

The Contractor will perform System testing and Acceptance testing tasks such as script development and data setup, technical support on executing special jobs to facilitate testing, and assisting in the actual execution of test scripts and review of results.

2.4.9 Training Materials & Delivery of Training

The Contractor will develop training materials for taxpayers, tax preparers, local collectors, and Information Technology support personnel responsible for maintaining and operating the system. Training material may be Computer Based Training materials, instructional videos, interactive CD, videotaping training sessions, on-line

tutorials, etc. The Contractor will conduct training sessions for local collectors at various locations throughout the state.

2.4.10 System Documentation

The Contractor will provide documentation material. This includes application documentation, online feature manuals, user guides, application quick reference cards, error and diagnostic manuals, reports manual that includes table names, data field names, table relationships, and any other information used to create reports.

2.4.11 Software Installation

The Contractor will perform software installation tasks such as database setup, file sizing, software retrofitting, application table setup, operation setup, file migrations, installation tests, system integration, integration tests, and performance tuning.

2.4.12 Final Project Report

At the conclusion of the project, the Contractor will provide a Final Project Report outlining the extent and manner to which the project objectives have been met, as well as follow-up recommendations.

2.5 Location

The gathering of system requirements is to be performed at the Department of Revenue's headquarters location in Baton Rouge, LA. The development of the computer software may be performed at the Contractor's location. All travel and incidental expenses incurred in performance of this contract shall be at the expense of the Contractor. The Department of Revenue will not reimburse travel costs. All travel costs should be included in the price quoted for the services performed under this contract.

2.6 Proposal Elements

2.6.1 Financial

Describe any potential charges for proposed services associated with the RFP that you wish the State to consider. Prices proposed should be submitted on the price schedule furnished in Appendix C.

2.6.2 Technical

Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

- The qualifications and experience the Proposer possesses in the development and implementation of software systems similar in size to that requested in this

RFP. References should be provided of at least three states, government agencies, or private firms for whom similar or larger scope services have been provided. Include a contact person, e-mail address and telephone number for each reference.

- The technical architecture of the system being proposed. Proposer shall demonstrate that the proposed system shall be built to operate within the Department's existing hardware and software infrastructure. Proposers should disclose if multiple application servers will be needed. Proposers shall include detailed specifications for hardware and software required beyond those specified by the Department. Proposers shall include detailed information pertaining to the minimum hardware and software requirements needed by local collectors to utilize all of the functions provided by the proposed solution.
- Information describing the security and/or encryption that shall be implemented within the proposed solution.
- Information concerning the marketing support to be provided by the Proposer to promote taxpayer use of the system.
- Plans and schedule for implementation of the system. A preliminary project plan should be submitted that depicts the major tasks to be performed, estimated durations of the tasks, and milestones.
- Resumes for account manager, and any other key personnel to be assigned to this project, including those of subcontractors, if any.
- Information demonstrating the Proposer's financial stability (audited financial statements, annual reports, or similar data for the last three years).
- Information demonstrating the Proposer's understanding of the nature and scope of this project.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the State to consider.

PART III EVALUATION

The following criteria will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

3.1 Financial Proposal (Value of 35 points)

The following financial criteria will be evaluated:

Prices proposed by the Proposer shall be a fixed price for each deliverable: 1) assessment and planning, 2) system design, 3) testing, training and implementation of the requested software. The prices should be submitted on the price schedule furnished in Appendix C. Prices proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost.

The proposal with the lowest total sum when prices for all deliverables are totalled will be awarded 35 points for Cost. The other proposals will then be scored as follows:

Lowest total price divided by Proposed total price X 35 = Points awarded for Cost

3.2 Technical Proposal (Value of 65 Points)

The proposal shall be evaluated in light of the material and substantiating evidence presented to the State, not on the basis of what may be inferred.

The following criteria are of importance and relevance to the evaluation of this RFP. Such factors, listed in order of importance, may include but are not limited to:

- Project Approach
- Qualifications and Experience
- Resumes
 - Financial Stability

The Evaluation Team will evaluate and score the Technical Proposal using the criteria and scoring specified in the following table:

Criteria	Maximum Points
Project Approach	23
Qualifications and Experience	20
Resumes	15
Financial Stability	07
Total Points Available	65

Project Approach

The Evaluation Team will evaluate the Proposer's overall approach to managing the project and satisfying the requirements of this RFP. The items that will be evaluated include:

Vision/Understanding – The proposal should demonstrate the Proposer's vision and understanding of the services expected to be performed.

Technical Architecture – The proposal should demonstrate the hardware, software, and network resources to be required by the proposed solution.

Project Management Methodology – The proposal should demonstrate the Proposer's approach to managing the overall project.

Project Schedule – The proposal should demonstrate the Proposer's estimate of the amount of time and resources that will be needed to develop and implement the proposed solution.

Training Plans – The proposal should demonstrate the Proposer's vision and level of commitment for training users of the system and for training the Department's Information Technology personnel who will assume responsibility of maintenance and support of the system.

Marketing Plans – The proposal should demonstrate the Proposer's vision and level of commitment for marketing the system to potential users of the system.

Qualifications and Experience

The proposer will be evaluated on past experience with similar projects and resources. The Evaluation Team will review the proposer's overview of its experience rendering services similar to those requested in this RFP. The overview should include a summary of the services offered and the number of years the proposer has provided these services.

The Evaluation Team will assess the Proposer's description of the corporate resources that will be available to support the development and implementation of the Uniform Electronic Local Return and Remittance System.

The Evaluation Team will assess the Proposer's past performance qualifications and client references.

Resumes

The Evaluation Team will assess the quality of the resumes of the named resources to be assigned to the project. Resumes should contain the name, job position and a

detailed explanation of education, training, recent relevant experience, and size and scope of projects supported.

Financial Stability

The Evaluation Team will be evaluating the financial stability of the Proposer based on the documents described in Section 2.6.2 of this RFP.

PART IV. PERFORMANCE STANDARDS

4.0 Performance Requirements

In performance of the anticipated contract, the contractor shall agree to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of the contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of the contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of data will be given to the Department of Revenue. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the Department of Revenue with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) The contractor will maintain a list of employees authorized access. Such list will be provided to the Department of Revenue, upon request.
- (7) The Department of Revenue will have the right to void the contract if the contractor fails to provide the safeguards described above.

4.1 Performance Measurement/Evaluation

The Department of Revenue shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under the contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be non-compliant with contract safeguards.

APPENDIX A SCOPE OF WORK/SERVICES

1.0 Introduction

The Louisiana Department of Revenue plans to implement a Uniform Electronic Local Return and Remittance System that will provide taxpayers with a simple, efficient, and cost effective means of transmitting accurate sales and use tax returns and remittances to political subdivisions of the state from a central site in the quickest manner possible. The system will be an Internet application and shall be accessible to taxpayers via a link on the Department of Revenue's website. The Department of Revenue anticipates accomplishing this goal by entering into a contract with a proposer who can provide the necessary services to develop and implement the system.

2.0 General Requirements

The services requested in this RFP are to implement in the Uniform Electronic Local Return and Remittance System the following taxes for all parishes:

- General Sales and Use Tax
- Hotel/Motel Tax

In addition to the taxes listed above, the system shall allow taxpayers the ability to report and remit the following taxes applicable in certain parishes:

- Farm Diesel Tax in Madison parish
- Parking Tax in Orleans parish
- Hotel Occupancy Tax in Orleans parish
- Motel/Campground Gross Rentals Tax in St. Tammany parish
- Cigarette Paper Tax in St. Tammany parish
- Hotel Occupancy Tax in St. Tammany parish

The system shall contain two (2) different methods of reporting to local collectors the sales by taxpayers of:

- Food for home preparation
- Drugs prescribed by physicians or dentists, and insulin; or orthotic and prosthetic devices and patient aids prescribed by physicians or licensed chiropractor.

Calcasieu, East Baton Rouge, Lafayette, St. John the Baptist, and West Baton Rouge parish taxpayers report gross sales, calculate tax due on gross sales, then reduce tax due by the exclusionary amount of these sales. Jefferson parish taxpayers report sales of the above items separate from general sales and calculate the tax on these items at the applicable rate.

The system shall allow taxpayers in West Baton Rouge parish to report sales made to Qualified Industrial Area Businesses. The system shall calculate the deduction allowed on these reported sales.

Any and all web pages designed under the resulting contract must be easily accessible to all taxpayers, including disabled users, and shall require final approval by the Department of Revenue's designee.

The system developed under the resulting contract shall be established, managed, and supervised by the Department of Revenue.

The system shall be designed and developed to operate within the Department's current hardware/software environment. Details of the current hardware/software environment can be found in Appendix E. The application shall be built as three-tiered business objects using VB.Net 2.0 and ASP.Net 2.0. The application shall be hosted on a web server, separate and apart from the Department's other public web servers. The Department's public web servers reside in the Department's network DMZ. The web server shall be clustered with Network Load Balancing. Databases used by the application shall reside on database server(s) located behind the Department's firewall. The application shall be supported in a Microsoft Windows Server 2003, IIS and SQL Server 2005 environment. Application generated emails must route through a SMTP gateway.

The system shall be fault tolerant and designed to provide availability 24 hours each day, 365 days each year (24x7).

Security and encryption shall be in place to provide a method of securing all transactions. The system must provide security protection to safeguard the taxpayer's tax and banking information. Encryption shall be utilized between the user's browser and the application's web server and between the web server and the database server. Data on the database server shall be stored in an encrypted format. In addition, the system should also convey and instill trust with the public in order to gain acceptance.

The system shall not require a particular browser type or version on any computer that will be accessing the system.

3.0 System Requirements

The system to be developed shall contain the following components:

- Collector profile repository
- Tax information repository
- Taxpayer profile repository
- System registration/access component
- Business/Parish registration component
- Returns and Remittance component
- Reports generation component
- Data Transfer component
- Bulletin Board

Collector Profile Repository

The system shall contain a data repository of Collector information. The information shall be, but not limited to, demographic information about the collector, contact information, e-mail addresses, bank account information, and various system indicators. A subset of the information may be deemed confidential and shall be protected from public viewing.

The system shall contain a Holiday Calendar for each local collector, a Holiday Calendar for the Department of Revenue, and a Holiday Calendar for the U.S. Post Office. These calendars are to be used by the system for the purpose of determining if the return being filed is timely or late. Because of the disparity of holiday schedules across parishes, it is possible that a taxpayer filing returns in multiple parishes may be timely in some parishes and late in others. The system shall provide a means by which each collector will have the capability of maintaining (adding and updating) his or her calendar. Designees of the Department of Revenue shall have the capability of maintaining (adding and updating) the calendars of the Department of Revenue and the U.S. Post Office. Designees of the Department of Revenue shall have the capability of maintaining (adding and updating) the calendars of all local collectors. The system shall send periodic email reminders to local collectors and designees of the Department of Revenue to ensure the calendars are accurate.

The system shall provide a means by which each collector will have the capability of maintaining (adding and updating) his or her information. Designees of the Department of Revenue shall have the capability of maintaining (adding and updating) information about all collectors within the system. A history of modifications to the information shall be contained within the repository as well as the person responsible for making the modification. Whenever a modification is made to collector information, the system shall notify the local administrator, via e-mail, that a modification has occurred.

The system shall provide a means by which each collector will have the capability of browsing a subset of the information pertaining to the collectors within the system. The information displayed should default to the current information with an option to view the information as it existed at a previous point in time.

The system shall provide a means by which taxpayers will have the capability of browsing a subset of the information pertaining to the collectors within the system. The information displayed should default to the current information with an option to view the information as it existed at a previous point in time.

If collector information being viewed contains e-mail links, the system shall provide the means for the viewer to use the link in order to send an e-mail to that party.

If collector information being viewed contains links to internet sites, the system shall provide a means to use the links to browse the linked sites in a separate internet viewer.

Tax Information Repository

The system shall contain a data repository of Tax Information for the Sales & Use Tax collected by each of the local collectors. The information shall be, but not limited to, information about the taxing authorities on whose behalf the local collector collects for, the taxes imposed by those taxing authorities, the rate of taxation, the jurisdictions in which the taxes are applicable, and optional exemptions applicable to each of the taxes.

The system shall provide a means by which each collector will have the capability of maintaining (adding and updating) his or her tax information. Designees of the Department of Revenue shall have the capability of maintaining (adding and updating) tax information on behalf of all collectors within the system. A history of modifications to the information shall be contained within the repository as well as the person responsible for making the modification. Whenever a modification is made to tax information, the system shall notify the local administrator and others as designated by each local administrator, via e-mail, that a modification has occurred.

The system shall provide a means by which anyone will have the capability of browsing the tax information of any collector within the system, one collector at a time. The information displayed should default to the current information with an option to view the information as it existed at a previous point in time. The system shall allow for the browsing to be done without the need of having or entering a user-id and password.

The system shall provide taxpayers the capability of printing a summary chart of all taxing jurisdictions, the tax rate to be used for the jurisdiction, and indicate if exemptions exist for the jurisdiction. The chart shall also contain the time period for which the chart is applicable.

When the tax information of a local collector is changed, the system shall notify, via e-mail, all taxpayers responsible for filing returns and making payments to that collector.

Taxpayer Profile Repository

The system shall contain a data repository of taxpayer information. The information shall be, but not limited to, demographic information. The repository shall provide the flexibility for a taxpayer to have multiple business locations. The repository shall associate the taxpayer with all of the business locations for which he has sales tax reporting and remittance responsibilities. Each business location shall have its own descriptive data. That data shall be, but not limited to, demographic information, banking information, and information about existing accounts with local collectors. Each taxpayer shall have the capability of maintaining (adding and updating) a subset of their information. Designees of the Department of Revenue shall have the capability of maintaining (adding and updating) a subset of the information about taxpayers within the system. A history of modifications to the information shall be contained within the repository as well as the person responsible for making the modification. Whenever a

modification is made to taxpayer profile information, the system shall notify the local administrators of each parish in which the taxpayer conducts business that a modification has occurred. This notification shall be in the form of an e-mail and two files available for download by the local collectors affected by the change. The first of the two files shall be a data file. The second file shall be a .pdf file that has the data mapped onto an LATA business application form.

Whenever a profile is modified to indicate that a business location has or will begin conducting business in a parish that it has not conducted business in before, the system shall generate a notice to the local administrator of that parish. The notification shall contain all the data required to register the business with the local collector of the new parish. The notification shall be in the format of a data file and a .pdf file that has the data mapped onto an LATA business application form that the local collector may download from the system.

The system shall provide a means by which a local collector shall have the capability to browse a subset of the information pertaining to taxpayers within the system. The system shall limit the local collector to browsing information pertaining to only those taxpayers registered with that local collector.

The system shall provide a means by which a local collector shall have the capability of creating a data file that can be downloaded in spreadsheet format of the profiles of businesses registered in their parish. The collector shall have the option of selecting a single business, multiple businesses, or all businesses.

System registration/access

The system shall require entry of a valid user-id and password combination before access to the system is allowed. There will be four types of users accessing the system. Those types are: local collectors, taxpayers, practitioners, and LDR employees. Within each type, there may be sub-types of users. The system shall contain the capability to restrict each user type/sub-type combination to performing only certain functions available within the system. The types and sub-types are:

- Local Collector
 - Administrator
 - Clerical
- Taxpayer
 - Administrator
 - File and Pay User
 - File Only User
 - Pay Only User
- Practitioner
- LDR Employee

The system shall limit each local collector's office and each taxpayer to the creation of one user-id. That user-id shall be assigned a sub-type of administrator. To establish a user-id, the system shall require entry of a user-id, a user type and any applicable sub-types, and the user's email address. Upon submission of the information, the system shall notify the user that an email will soon be sent to the email address provided with further instructions on how to complete the registration process. The system shall also establish a default password for that user-id and send an email containing the user-id and default password to the email address provided. The email shall instruct the user to log in to the system using the user-id and password contained in the email. When the user attempts to log in to the system with the user-id and default password, the system shall require the user to establish a new password and a "secret question" and answer combination.

The system shall allow users with the role of administrator to create and maintain additional user-ids. To establish a user-id, the system shall require the administrator to enter the new user's user-id, a user type and any applicable sub-types, and the user's email address. Upon submission of the information, the system shall notify the administrator that an email will soon be sent to the email address provided with further instructions on how to complete the registration process. The system shall also establish a default password for that user-id and send an email containing the user-id and default password to the email address provided. The email shall instruct the new user to log in to the system using the user-id and password contained in the email. When the new user attempts to log in to the system with the user-id and default password, the system shall require the user to establish a new password and a "secret question" and answer combination.

The administrator shall be allowed to create additional user-ids with a sub-type of administrator.

The system shall associate each local collector type user-id with the parish or parishes they represent. A local collector in one parish may, by agreement with other parishes, be the local collector for those other parishes. The system shall allow that local collector to access the system and perform their duties within the system for all parishes they represent from a single user-id.

The system shall contain a data repository of the local collector type user-id's that access the system along with the date and time that user-id logged in to the system. The repository shall contain three (3) years of historical access information. Once a year, the system shall remove one (1) year of history from the repository. The system shall provide a means by which a local collector shall have the capability to browse a subset of the information pertaining to access of the system. The system shall limit the local collector to browsing information pertaining to only those user-ids associated with that local collector's parish.

The system shall associate each taxpayer type user-id with their business entity.

Practitioners and LDR employees shall be allowed to create their own user-id and password.

The system shall allow any user to reset their password by providing the answer to their "secret question". To reset a password, the system will provide the user with the "secret question" established during the registration process and prompt the user for their answer. If the answer provided by the user matches the answer provided during the registration process, the system shall notify the user that an email will soon be sent to the email address on file associated with that user-id with further instructions on how to complete the password resetting process. The system shall also establish a default password for that user-id and send an email containing the user-id and default password to the email address on record. The email shall instruct the user to log in to the system using the user-id and password contained in the email. When the user attempts to log in to the system with the user-id and default password, the system shall require the user to establish a new password.

The system shall provide the capability for designees of the Department of Revenue to assisting the user with the resetting of their password.

Default passwords shall only be valid for 72 hours. If the user does not log in to the system within this time frame, the system shall deactivate the user-id.

The system shall require passwords to be changed on an annual basis. The system shall send an email 30 days prior to the password expiring, notifying the user that their password will soon expire. If a password is not reset within 30 days after expiring, the system shall send an email to the user with the administrator role for the account notifying the administrator of the expiration and that the user-id will be deactivated in 30 days if the password is not reset. If a password is not reset within 60 days after expiring, the system shall deactivate the user-id and remove the user-id from the system.

The system shall require passwords to be between six (6) and ten (10) characters in length, contain both alphabetic and numeric characters, and contain both upper and lower case alphabetic characters. The system shall notify the user of the rules for constructing a valid system password.

The system shall "lockout" users from logging in to the application after three (3) failed login attempts. The system shall notify the user that they have been locked out and that they must reset their password.

The system shall allow an email address associated with a user-id to be changed. The system shall prompt the user to provide the old email address and the new email address. The system shall send an email to both the old and new email addresses indicating that a request to change an email address was made.

Business/Parish registration

The system shall contain an interface to allow new businesses to register with each parish in which they intend to conduct business by applying for a taxpayer id number with those parishes. Established businesses may use this interface as well to apply for a taxpayer id number from those parishes in which they are expanding into. Established businesses may also use this interface to notify parishes in which they are conducting business of changes in demographic information or business closures. The system shall provide the taxpayer with a confirmation number to indicate that the transaction was successful.

The system shall generate a file, containing the information supplied by the business through the interface, for each parish involved in the registration transaction. The system shall allow for the ability of each parish to download its registration file upon request.

The system shall contain a repository of parish registration history for each taxpayer. The repository contain one (1) year of historical registration additions/modifications. The confirmation number supplied to the taxpayer shall be a part of the repository. The system shall provide a means by which a local collector shall have the capability of browsing the repository by entering a taxpayer-id or a confirmation number.

Returns and Remittance

The system shall allow registered taxpayers to transmit accurate sales and use tax returns. Taxpayers may do this by keying return information into fields on a web page. Automatic calculation of fields on the web page shall be used to minimize the number of fields into which a taxpayer must key data. The web page shall be uniform for all taxing authorities. Taxpayers shall also have the option to bypass all keying of return information with the ability to import into the system an electronic data file generated by a third party software package utilized for sales and use tax filing. The system shall also provide paid preparers the capability of importing into the system an electronic data file consisting of the sales and use tax filings for any number of its customers. The system shall provide a mechanism to accept electronic files in a variety of formats.

The system shall allow taxpayers to file original returns for the current filing period or for a prior period. The system shall not allow a return to be filed for a filing period that pre-dates the system implementation date. The system shall not allow for the filing of a return for a tax period that has yet to be completed (i.e. – a July return cannot be filed prior to August 1st), unless the business is closing and filing its final return.

The system shall allow taxpayers to file amended returns for any filing period. The system shall not allow an amended return to be filed for a filing period that pre-dates the system implementation date. The system shall calculate the tax due on an amended return using the tax rate(s) and exemptions in effect for the tax period being amended. If the amended return indicates that an overpayment was made on the original return, the

system shall generate a Claim for a Refund form with the amended return as documentation for the claim.

For returns being filed prior to the delinquent date for the tax period, the system shall allow for and accurately calculate vendor's compensation due to the taxpayer.

For returns being filed on or after the delinquent date for the tax period, the system shall allow for and accurately calculate the applicable penalties and interest due as a result of the late filing. Interest rates and penalties change over time, therefore, the system shall contain the capability of calculating penalties and interest due using multiple rates. The system shall not allow vendor's compensation to be claimed on original returns and shall adjust, if necessary, vendor's compensation for amended returns.

Tax, interest and penalty rates change over time, therefore, the system shall contain the capability of calculating tax, penalties and interest due using historical rates.

The system shall provide taxpayers with the capability of filing sales and use tax returns for multiple parishes and/or for multiple business locations concurrently. The system shall provide the capability of parsing the information entered and generating the returns to be filed with the appropriate parish collectors.

The system shall allow for taxpayers to utilize credit memos received from previous filings to offset taxes due from the current filing. The Collector profile shall contain a method for the local collector to indicate if credit memos issued from their parish contain the tax period and/or a reference number. The system shall require the taxpayer to provide the name of the parish issuing the credit memo, the amount of the credit memo, and, if available, the tax period that generated the credit memo and the reference number on the credit memo.

The system shall allow for taxpayers to save information already entered into the interface and exit the system before filing is complete. Upon re-entry into the system, the information saved from the previous session shall be available to the taxpayer for completion of the filing process.

When the filing process is complete, the system shall provide a confirmation number and the date and time at which the return was filed. The system shall provide a means by which the taxpayer may print this confirmation information for their records.

The system shall provide taxpayers the ability to print a copy of the return(s) that will be generated as a result of the filing process. The printed return(s) shall resemble the current paper copy of the return. In addition to the tax data, these returns shall have the confirmation number and confirmation date and time printed upon them and shall contain a watermark of "Taxpayer Copy – Do Not File".

The system shall allow taxpayers to remit payments of sales and use taxes due to the Collectors. The system shall allow the taxpayer to make one payment for any number of

obligations. The system shall provide a means to distribute the payment to the obligations.

The system shall provide taxpayers the capability of remitting payments for the return being filed or for debit memos due from the taxpayer. The system shall provide the taxpayer the option of including payment of debit memos within the filing/remittance process or in a separate transaction outside of the filing/remittance process. The Collector profile shall contain a method for the local collector to indicate if debit memos issued from their parish contain the tax period and/or a reference number. When making a debit memo payment, the system shall prompt the taxpayer to provide, the name of the parish issuing the debit memo, the amount on the memo, and, if available, the tax period that generated the memo and the reference number on the memo.

The system shall allow taxpayers to remit payments via electronic check (ACH Debit). The system shall provide a means by which taxpayers enter the necessary information needed to complete this electronic transaction. The system shall allow taxpayers to remit payments from multiple bank accounts from within the same transaction. The system shall allow taxpayers to indicate the date on which they desire to have the banking transaction take place and warehouse the payment until the indicated date.

If the return being filed generates returns for multiple parishes, the system shall provide the taxpayer with a "breakdown" of how payments will be distributed to the local collectors. The system shall provide a means for the taxpayer to print this "breakdown".

The system shall allow taxpayers to remit via the ACH Credit process. For taxpayers that remit through the ACH Credit process, the system shall prompt the taxpayer to provide the date on which it is anticipated the ACH Credit transaction will take place. The system shall provide a mechanism through which the taxpayer can obtain, through an email, each parish's banking information needed for the ACH Credit process.

The system shall allow taxpayers to remit via electronic check or ACH Credit only. The system shall not allow the taxpayer to complete the filing/remittance process unless one of these methods has been chosen.

The system shall allow for the separation of the return filing process and the payment generation process. In some companies, returns are prepared by one part of the organization and payments authorized by a separate part of the organization. It is also possible that a paid preparer may enter the filing information into the system and the taxpayer will initiate the payment process. The system shall accommodate for these situations. The system shall provide a mechanism by which an email can automatically be sent to the appropriate party when return information has been entered but the payment has not been initiated within a specified time period.

The system shall provide a summary screen that can be used by the taxpayer for making accounting entries. The summary shall include taxable sales, vendor compensation, penalty, interest, and net tax due amounts for each entity that a return

was generated. An option to create a printable version of the summary screen shall be provided.

The system shall contain a repository of the return and payment history for each taxpayer. The repository shall contain at least three (3) years of historical return and payment information. Once a year, the system shall remove one (1) year of history from the repository.

The system shall provide a mechanism to send a reminder notice via email to taxpayers registered to use the system who have not filed a return through the system prior to a specified date. Each taxpayer shall have the option of turning this feature on and indicating the date to initiate the email. Taxpayers shall have the option of having the email sent to multiple email addresses.

Reports

The system shall provide the capability to provide the following reports:

- Collector Profile Information
- Taxpayer Profile Information for a single business, multiple businesses, or all businesses within a parish
- Historical report of prior filings for a single taxpayer
- Detail Batch Report of returns and payments being transferred from the system
- Summary report of batches transferred from the system within a range of dates
- System access by user-id for a specified period of time.

Data Transfer

The system shall interface with each local Collector's tax system to provide information of all business registration requests and returns and remittances submitted by taxpayers. The system shall generate multiple data files that local Collector's can download for processing into their tax systems. Separate data files shall be created for:

- Registration requests
- Current and Past Due Original return information of taxpayers having zero tax due
- Current and Past Due Original return and payment information of taxpayers remitting by electronic check (ACH Debit)
- NACHA formatted file of ACH Debit payments associated with current and past due original returns filed by taxpayers
- Current and Past Due Original return information of taxpayers remitting by ACH Credit
- Amended return and payment information filed by taxpayers
- NACHA formatted file of ACH Debit payments associated with amended returns filed by taxpayers
- Return and Payment information of taxpayers who have chosen to use credit memos to offset taxes due, or make payments on debit memos

- NACHA formatted file of ACH Debit payments associated with returns having credit memos offsetting taxes due or payments on debit memos filed by taxpayers.

The system shall not include return and payment information of taxpayers remitting by electronic check in any generated files prior to the taxpayer designated date for initiating the financial transaction. Likewise, the system shall not include return information of taxpayers remitting by ACH Credit in any generated files prior to the taxpayer designated date for initiating the financial transaction.

The total remittance amount of each NACHA file generated by the system shall balance to the total tax due in the corresponding return and information file.

All files generated, with the exception of the NACHA formatted files of ACH Debit payments, shall have a corresponding pdf file generated for local collectors to download. For registration requests, the pdf file shall contain the data supplied by the taxpayer mapped onto an LATA application form. The pdf file of returns shall contain return and payment information mapped onto the tax return of the appropriate parish.

The system shall provide each collector with the capability of selecting the frequency in which the files will be made available for download. The frequencies shall be:

- On a recurring schedule, either daily or weekly
- Based on a trigger (i.e. 40 returns have been filed or \$10,000 in payments have been made)
- On demand

Bulletin Board

The system shall contain a bulletin board area where news and notices can be posted for taxpayer viewing.

The system shall provide an option to email all taxpayers affected by a notice being posted in the bulletin board area. For example, when a rate change is to take place in a particular parish, all taxpayers affected by the rate change should receive an email to notify them of the posting.

The system shall provide a means for preparers, tax software companies, or others not registered to use the system as taxpayers to subscribe to the bulletin board for the purpose of receiving email notices of items posted in the bulletin board area.

4.0 Contractor Responsibilities

The Contractor shall design and develop the Uniform Electronic Local Returns and Remittance System. The Contractor shall install the system on the Department of Revenue's web server.

The Contractor shall provide a warranty period for software and system components covered under the resulting Contract. The warranty period will begin on the date of acceptance of the system and will terminate six (6) months thereafter. While covered under warranty, all software faults or bugs must be corrected in less than one (1) month of identification of the fault at no cost to the Department.

The Contractor shall make formal presentations to designees of the Department of Revenue's Information Technology Division with respect to the design, architecture, and coding of the system. The goal of these presentations shall be to transfer knowledge to those who will be responsible for the ongoing maintenance of the system.

The Contractor shall develop a training program and materials for use in training local collectors in the use of the system. The training shall be conducted at various locations throughout the state. It is anticipated that eight (8) training sessions will be conducted. Each training session will be hosted by a local collector and attended by local collectors from neighboring parishes. The Contractor shall work with the Department of Revenue to develop a training schedule.

The Contractor shall develop an information kit to instruct taxpayers on the use of the system. The information kit shall include a checklist of "things to do" in order to utilize the system.

The Contractor shall work with the Department to develop a marketing plan to notify taxpayers of the existence of the application. The Contractor shall assist the Department in the development of logos, graphics, and other appropriate marketing materials for the Department's use in taxpayer communications.

Collector Profile Repository

The Contractor shall gather information to determine the data to be contained in the repository of Collector information, provide a data diagram or entity relationship diagram of the repository, and build and populate the repository.

The Contractor shall develop a process to verify that the data contained within the repository is correct at the time of implementation.

The Contractor shall create the necessary interfaces needed for viewing and maintaining the data contained within the repository.

The Contractor shall build the necessary mechanisms needed to support email functionality within the system.

The Contractor shall build the necessary mechanisms needed to support the browsing of linked internet sites from within the system.

Tax Information Repository

The Contractor shall gather information to determine the data to be contained in the repository of tax information, provide a data diagram or entity relationship diagram of the repository, and build and populate the repository.

The Contractor shall develop a process to verify that the data contained within the repository is correct at the time of implementation.

The Contractor shall create the necessary interfaces needed for viewing and maintaining the data contained within the repository.

The Contractor shall build the necessary mechanisms needed to support email functionality within the system.

Taxpayer Profile Repository

The Contractor shall determine the data to be contained in the repository of taxpayer information and provide a data diagram or entity relationship diagram of the repository, and build the repository. The repository will be populated as taxpayers register to utilize the system.

The Contractor shall create the necessary interfaces needed for viewing and maintaining the data contained within the repository.

The Contractor shall build the necessary mechanisms needed to support email functionality within the system.

The Contractor shall build the necessary mechanisms needed for creating notification files to be downloaded by local collectors.

System registration/access

The Contractor shall work with the Department of Revenue to finalize system registration/access requirements.

Business/Parish registration

The Contractor shall work with the Department of Revenue to finalize system requirements for the business registration process.

The Contractor shall create the interfaces needed for businesses to register with the parishes.

The Contractor shall create the necessary mechanism needed for parishes to download business registration files.

Returns and Remittance

The Contractor shall work with the Department of Revenue to finalize system requirements for the returns and remittance process.

The Contractor shall determine the data needed, and the format of that data, from the taxpayers that will be using third party software packages to import files into the system. The Contractor shall provide documentation of the data to be provided and the format of that data.

The Contractor shall determine the data needed, and the format of that data, from the paid preparers that will be using the file import feature of the system. The Contractor shall provide documentation of the data to be provided and the format of that data.

The Contractor shall develop the returns and remittance processing application, its underlying infrastructure, supporting data tables, and interfaces.

The Contractor shall provide a data diagram or entity relationship diagram of the application and documentation of how the application is constructed.

Reports

The Contractor shall work with the Department of Revenue to finalize system requirements for report generation.

The Contractor shall develop the mechanisms for generating reports printed directly from the application or report files to be downloaded for print external to the application.

Data Transfer

The Contractor shall work with the Department of Revenue to finalize data transfer requirements.

The Contractor shall determine the methods for interfacing with each Collector's tax system for reporting the returns and remittances submitted by taxpayers. The Contractor shall provide documentation of the interfaces to be used within the system.

The Contractor shall determine the data needed, and the format of that data, to interface with the tax systems used by each Collector for reporting the returns and remittances submitted by taxpayers. The Contractor shall provide documentation of the data to be provided and the format of that data.

The Contractor shall build the necessary mechanisms and interfaces for local collectors to use to transfer data files.

Bulletin Board

The Contractor shall work with the Department of Revenue to finalize requirements for and to develop the bulletin board portion of the system.

5.0 Department of Revenue Responsibilities

The Department of Revenue shall provide a project manager who will be the principal point of contact for the Contractor.

The Department of Revenue shall modify its web site to allow taxpayers access to the Uniform Electronic Local Return and Remittance System. The Department of Revenue shall also provide personnel to assist Contractor personnel in the installation of the system on the Department's web server.

The Department of Revenue shall make designees of its Information Technology Division available for the Contractor's formal presentations of the design, architecture, and coding of the system.

The Department of Revenue shall work with the Contractor to develop a training schedule for the training of local collectors. The Department of Revenue shall provide personnel to attend training sessions who will provide on-going support to the local collectors.

Collector Profile Repository

The Department of Revenue shall provide the Contractor with any information that has been gathered pertaining to data to be contained in the repository of Collector information.

The Department of Revenue shall assist the Contractor in verifying that the data contained within the repository is correct at the time of implementation.

Tax Information Repository

The Department of Revenue shall provide the Contractor with any information that has been gathered pertaining to data to be contained in the repository of tax information.

The Department of Revenue shall assist the Contractor in verifying that the data contained within the repository is correct at the time of implementation.

Taxpayer Information Repository

The Department of Revenue shall provide the Contractor with any information that has been gathered pertaining to data to be contained in the repository of taxpayer information.

The Department of Revenue shall provide the Contractor with a pdf version of the LATA business application form.

System registration/access

The Department of Revenue shall work with the Contractor to finalize system registration/access requirements.

Business/Parish registration

The Department of Revenue shall work with the Contractor to finalize the business registration process requirements.

Returns and Remittance

The Department of Revenue shall work with the Contractor to finalize the returns and remittance process requirements.

Reports

The Department of Revenue shall work with the Contractor to finalize reporting requirements.

Data Transfer

The Department of Revenue shall work with the Contractor to finalize data transfer requirements.

Bulletin Board

The Department of Revenue shall work with the Contractor to finalize requirements for the development of the bulletin board portion of the system.

6.0 Reports

The Contractor shall provide weekly development status reports. Such reports are due by the close of business each Monday for the preceding week through the implementation date of the program. The report shall be provided to the Department of

Revenue's Project Manager or his/her designee. The report shall contain the following information:

- Date of report
- Project manager name
- Project Manager telephone number, fax number, email address
- Brief description of the work accomplished, emphasizing progress made since the last reporting period
- Description of any unresolved and/or anticipated problems, if any, name of the individual assigned to them, anticipated resolution date with recommendation for resolution, and if the issue(s) will impact the implementation schedule
- An estimate of the percent of work accomplished to date
- A statement on the status of the program as it relates to the work breakdown schedule, either confirming that the task is on schedule or explaining the nature and extent of the pending delay.

7.0 Proposed Implementation

The Department of Revenue seeks rapid rollout of this initiative and has targeted July 1, 2007, for the application implementation and system readiness to provide the Uniform Electronic Local Returns and Remittance System to Louisiana taxpayers.

APPENDIX B

INSURANCE REQUIREMENTS FOR CONTRACTORS

1.0 MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
2. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

2.0 MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

3.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense

expenses.

4.0 OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

a. The Agency, its officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

b. Any failure to comply with reporting provision of the policy shall not affect coverage provided to the Agency, its officers, officials, employees Boards and Commissions or volunteers.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

5.0 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

6.0 VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a

person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

7.0 SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements state herein.

APPENDIX C
PRICE SCHEDULE

Payment Task	Price
Assessment & Planning	
System Design	
Testing, Training and Implementation	
Total Project Cost	

APPENDIX D

SAMPLE GENERIC CONTRACT

STATE OF LOUISIANA

PARISH OF _____

CONTRACT

Be it known, that on this *(Date)* day of *(month)*, *(year)*, the *(Agency Name)* (hereinafter sometimes referred to as "State") and *(Contractor's name and legal address including zip code)* (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

SCOPE OF SERVICE

Contractor hereby agrees to furnish the following services:

(If the Scope of Services is more lengthy than will fit here, it may be attached separately, referenced and incorporated herein.)

CONTRACT MODIFICATIONS

No amendment or variation of the terms of this Agreement, or any contract entered into as a result of this Agreement, shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

HEADINGS

Descriptive headings in this Agreement are for convenience only and shall not affect the construction or meaning of contractual language.

PAYMENT TERMS

The Contractor awarded a Contract as a result of this RFP shall invoice the State Agency directly and payment shall be made by the State Agency directly to the Contractor in accordance with the payment terms agreed to in the Contract.

DELIVERABLES

Contractor will deliver the item(s) or service(s) as described below (or per the attached) per the following schedule...

TAXES

Contractor agrees that all applicable taxes are included in the schedule pricing. State agencies are exempt from all state and local sales and use taxes. Contractor's federal tax identification number is [TO BE COMPLETED]

TERMINATION OF THIS AGREEMENT FOR CAUSE

The State may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

TERMINATION OF THIS AGREEMENT FOR CONVENIENCE

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

OWNERSHIP

All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

USE OF AGENCY'S FACILITIES

Any property of the State furnished to the Contractor awarded a contract as a result of this RFP shall, unless otherwise provided herein, or approved by the State and/or Agency, be used only for the performance of the Consulting and Support Services Agreement or any contract entered into as a result of this Agreement..

The Contractor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with

sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or State Agency all property of the State and/or State Agency prior to settlement upon completion, termination, or cancellation of this Agreement. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

WAIVER

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by the written consent of both parties.

WARRANTIES

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

No Surreptitious Code Warranty. Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, ***without limitation***, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written

notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) State's unauthorized modification or alteration of a Product, Material, or Service; ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Agreement as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

INSURANCE

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required herein for any contract entered into as a result of this Agreement. Additional insurance coverage may be set forth in the SOW.

LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract, if applicable.

SEVERABILITY

If any term or condition of this Agreement, or any contract entered into as a result of this Agreement, or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

SUBCONTRACTORS

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

ASSIGNMENT

Contractor shall not assign any interest in this agreement by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this agreement. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this agreement.

CONFIDENTIALITY

All financial, statistical, personal, technical and other data and information relating to the state's operation which are designated confidential by state and made available to the Contractor in order to carry out his contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements applicable to the State. In its handling of any returns of taxpayers or other records and files of the Department of Revenue, or information derived therefrom, the Contractor recognizes and acknowledges the confidential nature of said information, and shall comply with all the confidentiality restrictions embodied in La. R.S. 47:1508. Furthermore, the Contractor recognizes that La. R.S. 47: 1508.1 imposes fines and /or imprisonment upon conviction for the disclosure of information in violation of La. R.S. 47: 1508.

The Contractor shall disclose or make available said confidential information only to those of its employees, agents and representatives whose duties clearly justify the need to know or be exposed to such information, and then only on the basis of a clear understanding by said employees, agents and representatives of their obligation to maintain the confidential status of such information and to restrict its use in accordance with this contract.

The Contractor agrees and assures that data, material, and information gathered based upon this contract or disclosed to the Contractor for the purpose of this contract will not be disclosed to other parties or discussed with other parties without the prior written consent of the State.

1. PERFORMANCE

In performance of this contract, the contractor agrees to comply, with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output would be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems processing, storing, or transmitting Federal tax information must meet or exceed computer access protection controls_(C-2). To meet C2 requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance, and documentation. All security features must be available (object reuse, audit trail, identification, and discretionary access control) and activated to protect against unauthorized use of and access to Federal tax information.
- (7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

- (8) The contract will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, the IRS reviewing office.
- (9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

11. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or returns information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information of a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5000 or imprisonment for as long as 5 years, or both, together with costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n). Additional criminal penalties may be imposed under state law pursuant to La.R.S.47:1508 ET. Seq.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure or an inspection or disclosure which is the result of gross negligence, punitive damages, plus costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure by Privacy Act of 1974, 5 U.S. C 552a. Specifically, 5 U.S.C.552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records

which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5000.

111. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be in noncompliance with contract safeguards.

CONTRACT CONTROVERSIES

Any claim or controversy arising out of the agreement shall be resolved by the provisions of Louisiana Revised Statute 39:1524-1526 .

RIGHT TO AUDIT

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

SECURITY

Contractor's personnel will comply with all security regulations in effect at the State's premises, and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

TERM OF CONTRACT

This Agreement is effective upon the Office of Contractual Review approval and will end no later than 12 months unless otherwise terminated in accordance with the Termination provision of this Agreement. The State has the right to extend for one-year increments up to a maximum of three (3) years.

COMMENCEMENT OF WORK

No work shall be performed by Contractor and the State shall not be bound until such time as a Contract is fully executed between the State and the Contractor and all required approvals are obtained.

FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the

continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this Agreement.

GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

COMPLETE AGREEMENT

This is the complete Agreement between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are no other agreements or understanding changing or modifying the terms. This Agreement shall become effective upon final statutory approval.

ORDER OF PRECEDENCE

The Request for Proposals (RFP), dated _____, and the Contractor's Proposal dated _____, are attached hereto and, incorporated into this Agreement as though fully set forth herein. In the event of an inconsistency between this Agreement, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Agreement, then to the RFP and finally, the Contractor's Proposal.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of (*enter date*).

WITNESSES SIGNATURES:

STATE AGENCY SIGNATURE:

By: _____
Title: _____

CONTRACTOR SIGNATURE:

By: _____

Title _____

Phone No.: _____

Approved by:

Director, Office of Contractual Review

APPENDIX E

CURRENT HARDWARE/SOFTWARE ENVIRONMENT

1. Mainframe Hardware

CPU	IBM 2066-0X2
DASD	1 – IBM 2105 F20 Enterprise Disk Storage Unit (2TB)
PRINTERS	1 – IBM 6400 (Network) 1 – XEROX 4635 MICR Laser Printer (MF & Network) 2 - XEROX 92C Color Laser Printers (1MF, 1 Network) 1 – XEROX DP75 Laser Printer (Network)
MAGNETIC TAPE	1 – IBM 3480 A-22 Cartridge Controller 2 – IBM 3480 B22 Cartridge drives (4) 1 – IBM 3494 Automated Tape Library
COMMUNICATIONS	1 – IBM 3745-170 Communications Controller
OPTICAL LIBRARIES	1 – IBM 3995 133 Optical Library 1 – IBM 3995 113 Optical Library 4 – IBM 3995 C-38 Optical Libraries 4 – IBM 3995 C-18 Optical Libraries

2. Mainframe Software

SYSTEM CONTROL PROGRAMS	IBM z/OS 1.4 DFP JES2
TELEPROCESSING	ACF/NCP ACF/VTAM TSO TCP/IP ISPF CICS/TS TSO-E
PROGRAMMING LANGUAGES	VS COBOL COBOL II LE FOCUS ASSEMBLER H PL1/LIBRARY

	C++ JAVA
DATABASE	DB2
RESOURCE ADMINISTRATION	DFDSS/ DFHSM RACF SSA SSR SOFTAUDIT DFSMS RMF CA/TLMS SNAPSHOT ASG Job Scheduler XPEDITER/DB2 DBA-XPert/DB2
REPORT/PROGRAM GENERATORS	FOCUS EASYTRIEVE PLUS DITTO DISPLAYWRITE/370 FSN
IMAGING	IBM ImagePlus
TEXT MANIPULATION	DW/370 HFDL/MVS XJDC/MVS MVS/CICS
STATISTICAL/GRAPHICS PACKAGES	GDDM/MVS
OTHER	SORT/MERGE EREP ENERGIZER for CICS RDARS/OnDemand ABEND-AID/MVS ABEND-AID/FX QUICKREF IPCS XPEDITER JCLCHECK MONITOR for CICS MAILSTREAM PLUS CODE-1 PLUS CODE COVERAGE

3. Mainframe Network Summary

- 12 Regional Offices served by a Frame Relay Network/ WAN

- CISCO Routers and CSU/DSUs
- 1150 Dell Workstations and 300 Laptops
- Network HP Printers and Xerox Multi-Function Units

4. Mainframe Links/Methods

AGENCY	METHOD
LA Dept. of Labor	ACF/MSNF
Dept. of Public Safety	ACF/MSNF/PCCOMM

5. Major Applications

Tax Processing
Accounts Receivable
Imaging

6. LAN/MAN/WAN

Mainframe, Windows 2003 Server Farm, and SAN housed at Dept. of Public Safety Data Center

Headquarters

Connected to Data Center by 1 GHz link as part of State MAN
675 users local connection via 100mb Fast Ethernet
Mainframe host printing
Scanning and OCR processing

Remote Sites – 12

Connected via Frame-Relay connections ranging from T1 to 6 Mbps
Users 10-70 per site
300 total users local connection via 100mb Fast Ethernet

TOPOLOGIES	Fast Ethernet Gigabit Ethernet
NETWORK OPERATING SYSTEM	Windows 2003 Ent. Server (115 Servers) Active Directory Active/Passive and Active/Active Clustering
CLIENT OPERATING SYSTEMS	Windows XP Professional (1085 workstations) Windows XP Professional (340 laptops) Macintosh (4 workstations)
PROTOCOLS	TCP/IP DLC/SNA
INTERNET CONNECTION	Through State network – LaNet
GATEWAYS USED	Routers

	SNA Gateways
NETWORK MANAGEMENT SYSTEMS	Cisco Router & Switch IOS Utilities Microsoft Operations Manager IP Monitor SolarWinds Dell Open Manage

7. Typical LAN Client Configuration

PROCESSOR TYPE	Pentium 4 / 2.8 GHz
MEMORY	512 MB
DISK CAPACITY	40 GB
NETWORK INTERFACE CARD	Ethernet 100mbps
CDROM	CD-R / RW

8. LAN Applications

APPLICATION	SOFTWARE UTILIZED
Electronic Mail	Exchange 2000 / MS Outlook
Word Processing	MS Word
Spreadsheets	MS Excel
Database	MS SQL 2000 / MS Access
Business Graphics	MS PowerPoint
Terminal Emulation	Attachmate EXTRA 7.11 / APPN Node 802.2
Imaging	IBM ImagePlus
Internet Access	Internet Explorer 6.0
Tax Processing	GenTax